MELVYN KEGLER

IBLA 73-356 Decided October 19, 1973

Appeal from a decision of the Utah State Office, Bureau of Land Management, rejecting noncompetitive oil and gas lease offer U-22514.

Affirmed.

> Oil and Gas Leases: Applications: Generally ! ! Oil and Gas Leases: Applications: Sole Party in Interest
>
> Where an oil and gas lease offer filed on a drawing entry card in the simultaneous filing procedure contains the names of additional parties in interest, but the required statements of interest, copy or explanation of the agreement between the parties, and evidence of the qualifications of the additional parties are not filed within the time prescribed, the offer must be rejected.

APPEARANCES: Melvyn Kegler, pro se.

OPINION BY MR. HENRIQUES

Melvyn Kegler has appealed from a decision of the Utah State Office, Bureau of Land Management, dated March 27, 1973, rejecting his noncompetitive oil and gas lease offer U-22514 for failure to comply with the provisions of 43 CFR 3102.7 (formerly 43 CFR 3123.2(c)(3)). That section requires that a statement of interest, a copy or explanation of the agreement between the parties, and evidence of the qualifications of the additional parties in interest must be filed within 15 days after the filing of the lease offer.

On February 25, 1973, appellant executed and filed a lease offer drawing card in the Utah State Office, pursuant to the simultaneous filing procedure set out in 43 CFR 3112.1-1, et seq. On the reverse side of the card Kegler had written the name and address

of David Kempe, as a second party in interest. Also on the reverse side of the card, in Kegler's writing, was the notation "BY ORAL AGREEMENT ! 50%." At the bottom of the card the following notice is printed: "NOTE: Compliance must be made with the provisions of 43 CFR 3123.7." That section, now 43 CFR 3102.7, provides:

> If there are other parties interested in the offer a separate statement must be signed by them and by the offeror, setting forth the nature and extent of the interest of each in the offer, the nature of the agreement between them if oral, and a copy of such agreement if written. All interested parties must furnish evidence of their qualifications to hold such lease interest. Such separate statement and written agreement, if any, must be filed not later than 15 days after the filing of the lease offer.

In his notice of appeal, appellant points out that the nature of the agreement is clearly stated on the rear of the lease offer. He maintains that, according to "various leasing service brokers," a separate statement is not necessary when an oral rather than a written agreement is involved and there is a notation to that effect on the card lease offer. Regardless of whether or not a complete statement could conceivably be placed on the back of the card, in this instance the necessary information as to qualifications of David Kempe was not provided, either on the card or separately, within the time allowed. It was not until the filing of this appeal, nearly two months after the submission of the lease offer, that evidence of the other party in interest's qualifications to hold a lease interest was furnished. Nor did the parties sign any statement describing the nature of their agreement until the filing of this appeal.

Appellant would have us set aside the rejection of his offer pursuant to 43 CFR 3111.1-1(e), formerly 43 CFR 3123.4(e), which deals with "curable defects." This regulation permits approval of a lease offer containing certain enumerated deficiencies, provided all other requirements are met. Not only are the defects in the appellant's lease offer not among those listed as curable, the regulation he cites appears in Subpart 3111 of 43 CFR, which pertains only to over ! the ! counter or regular offers. Simultaneous offers such as the appellant's are governed by Subpart 3112. There is no comparable provision in Subpart 3112 for curing defects in a simultaneous drawing card lease offer.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Douglas E. Henriques
Member

We concur:

Joan B. Thompson
Member

Frederick Fishman
Member